

Grand Junction, Colorado

October 26, 1960

**ROLL CALL**

The City Council of the City of Grand Junction, Colorado, having been duly notified in accordance with Section 2 of Chapter 3 of the 1953 Compiled Ordinances of the City of Grand Junction, met in special session at 7:30 o'clock p.m. Councilmen present and answering at roll call were: Ray Meacham, Art Hadden, Ed Surface, Harry Colescott, Warren D. Lowe, and President Ed McCormick. Councilman Herbert Wright was absent. Also present were City Manager Joe Lacy, City Attorney Ashby, and City Clerk Helen Tomlinson.

**GRANT AGREEMENT** F.A.A. for Control Tower \$170,104.00 - Resolution passed -  
Instr #

The following resolution was presented and read:

**RESOLUTION**

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT  
AGREEMENT FROM THE UNITED STATES RELATING TO THE  
DEVELOPMENT OF THE

WALKER FIELD

BE IT RESOLVED by the \_\_\_\_\_ Mayor \_\_\_\_\_ and Council of the City of Grand Junction,  
Colorado:  
Instr # \_\_\_\_\_

Section 1. That the City of Grand Junction, Colorado, shall as Co-sponsor with the County of Mesa, Colorado, accept the Grant Agreement from the Chief, Facilities and Materiel Field Division, Federal Aviation Agency, dated October 17, 1960, for the purpose of obtaining Federal Aid in the development of Walker Field Airport, and that such Grant Agreement shall be as set forth hereinbelow.

Section 2. That the City of Grand Junction, Colorado, does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application, which is incorporated by reference in the said Grant Agreement.

Section 3. That the \_\_\_\_\_ Mayor \_\_\_\_\_ is hereby authorized and directed to execute said Grant Agreement on behalf of the City of Grand Junction, Colorado, and the City Clerk is hereby authorized and directed to impress thereon the Official Seal of the City of Grand Junction, Colorado, and to attest said execution.

Section 4. That the Grant Agreement referred to hereinabove shall be as follows:

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Federal Aviation Agency



# GRANT AGREEMENT

## Part I-Offer

Date of Offer	October 17, 1960
Walker Field	Airport
Project No.	9-05-004-6103
Contract No.	FA4-1150

TO: The City of Grand Junction, Colorado and the County of Mesa, Colorado (herein referred to as the "Co-sponsors")

FROM: The United States of America (acting through the Federal Aviation Agency; herein referred to as the "FAA")

WHEREAS, the Co-sponsors have submitted to the FAA a Project Application dated July 7, 1960, for a grant of Federal funds for a project for development of the Walker Field Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Construct Flight Service Station and control tower structure, including alteration of government space in existing terminal building; provide electrical, gas, water and sewage disposal facilities; mount existing airport beacon on control cab roof.

(The airport development to be accomplished, herein described, is in addition to that contemplated under the Grant Agreements between the City of Grand Junction and the United States under Projects 9-05-004-901, - 5802).

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

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NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Co-sponsors' adoption and ratification of the representations and assurances contained in said Project Application, and their acceptance of this Offer as hereafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, 53.31 per centum of said allowable project costs, subject to the following terms and conditions.

This offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$170,140.00.
2. The Co-sponsors shall:
  - (a) begin accomplishment of the Project within sixty days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
  - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations".
  - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA, or his duly authorized representative.
3. The allowable costs of the Project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

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5. The Co-sponsors shall operate and maintain the Airport as provided in the Project Application incorporated herein.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Co-sponsors.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Co-sponsors on or before December 17, 1960, or such subsequent date as may be prescribed in writing by the FAA.

8. The maximum amounts of building space which the Sponsor shall be obligated to furnish civil agencies of the United States for the purposes and on the terms and conditions stated in Paragraph 9 of Part III of the Project Application, shall be as set forth in the attached schedule of maximum space requirements which is incorporated herein and made a part hereof.
9. Notwithstanding the plans and specifications incorporated herein, it is understood and agreed by and between the parties hereto that the United States share of the cost of constructing a gas main to the station/tower building shall be limited to the cost of constructing a 2" main from the boundary of the airport to the new station/tower building.
10. It is understood and agreed by and between the parties hereto that the terms "Administrator of Civil Aeronautics", "Administrator", "Civil Aeronautics Administration", "Department of Commerce", "CAA" or "Section 303 of the Civil Aeronautics Act of 1938" wherever they appear in this Agreement, in the Project Application, plans and specifications or in any other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Agency or the Administrator thereof or Section 308(a) of the Federal Aviation Act of 1958 as the case may be.

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The Co-sponsors' acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Co-sponsors, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Co-sponsors with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Co-sponsors' acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA  
FEDERAL AVIATION AGENCY, Region IV (LA)

By (Signed) H.E. Aldridge

\_\_\_\_\_  
Acting Chief, Facilities and Materiel Field Division  
(Title)

#### Part II-Acceptance

The City of Grand Junction, Colorado and the County of Mesa, Colorado do hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept said Offer and by such acceptance agree to all of the terms and conditions thereof.

Executed this 26th day of October, 1960

City of Grand Junction, Colo.

(Name of Co-sponsor)

By (Signed) Charles E. McCormick

(SEAL)

Title Mayor

Attest: (Signed) Helen C. Tomlinson

Title: City Clerk

Executed this 24 day of October, 1960

Country of Mesa, State of Colorado

(Name of Co-sponsor)

By (Signed) Henry J. Tupper

(SEAL)

Title Chairman, Board of Country Commissioners

Attest: (Signed) Annie M. Dunston

Title: Country Clerk

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#### CERTIFICATE OF CO-SPONSORS' ATTORNEYS

I, Gerald J. Ashby, acting as Attorney for The City of Grand Junction,  
(herein referred to as the "Co-sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Co-sponsor relating thereto, and find that the Acceptance thereof by said Co-sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Colorado, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Co-sponsor in accordance with the terms thereof.

Dated at Grand Junction, Colo. this 26th day of October, 1960.

(Signed) Gerald J. Ashby

Title City Attorney

I, Thomas K. Younge, acting as Attorney for The County of Mesa,  
(herein referred to as the "Co-sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Co-sponsor relating thereto, and find that the Acceptance thereof by said Co-sponsor has been duly authorized and that the execution thereof is in all respects due duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Colorado, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Co-sponsor in accordance with the terms thereof.

Dated at Grand Junction, Colo. this 24 day of October, 1960

Thomas K. Young (signed)

Title County Attorney  
Mesa County

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SCHEDULE OF MAXIMUM SPACE REQUIREMENTS

FAA Activities and Equipment

<u>Flight Service Station</u>	<u>Sq. Ft.</u>
ATCS Office	150
Pilot Briefing	250
Operations Room	650
Balloon Inflation	30
Equipment Room	420
ATCS Storage	100
Technician Office	120
Technician Shop	150
Technician Storage	100
Engine Generator Room	200
<u>Air Traffic Control Tower</u>	
Control Cab (20' x 20')	400
Operations Chief's Office	200
Equipment Room (s) (17' 6" x 20" min)	350
TELCO Equipment Room	80
Operation Storage	100
Equipment Storage	50
Electronic Maintenance Office	150
Electronic Maintenance Workshop	150
Electronic Maintenance Storage	100
Engine Generator Room	200

Weather Bureau Activities and Equipment

	<u>Office Space</u>	<u>Storage Space</u>
Office Meteorologist-in-Charge	150	None
Observations - Hourly Aviation	250	100
Rawinsonde (plus pibals)	180	150
Meteorological Communications	100	50
Aviation Meteorological Briefing and Information Office	200	100
Electronic Technician	150	None

ADOPTED this 26th day of October for the City of Grand Junction, Colorado.

By (Signed) \_\_\_\_\_  
Charles E. McCormick

Title Mayor  
City of Grand Junction, Colorado

ATTEST:

BY (Signed) Helen C. Tomlinson

Title City Clerk  
City of Grand Junction, Colorado

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#### CERTIFICATE OF CITY CLERK

I, Helen C. Tomlinson, the duly qualified and acting City Clerk of the City of Grand Junction, Colorado, do hereby certify that the foregoing Resolution was duly adopted at a special meeting of the City Council of the City of Grand Junction, Colorado, held on the 26th day of October, 1960, and that said Resolution has been compared by me with the original thereof on file in my office and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the City of Grand Junction, Colorado, this 26th day of October, 1960.

By (Signed) Helen C. Tomlinson

Title City Clerk

It was moved by Councilman Surface and seconded by Councilman Meacham that the Resolution be passed and adopted as read. Roll was called on the motion with all members of the Council present answering "AYE." The President declared the motion carried.

#### **ADJOURNMENT**

It was moved by Councilman Meacham and seconded by Councilman Surface that the meeting adjourn. Motion carried.



/s/ Helen C. Tomlinson  
HELEN C. TOMLINSON  
City Auditor & Ex-Officio  
City Clerk